

(683)

SERIAL C1776**TRANSPORT INDUSTRY - CASH-IN-TRANSIT (STATE) AWARD**

Schedule of Consolidated Award Published on 4.4.2003 and Subsequent Variations Incorporated

Clause	Award/ Variation Serial No.	Date of Publication	Date of Taking Effect	Industrial Gazette	
				Vol	Page
Award	C1776	4.4.2003	First pay period on or after 24.12.2002	339	109
Part B	C4356	31.3.2006	First pay period on or after 18.1.2006	358	812
Contents, 39	C4741	20.10.2006	From 21.3.2006	361	541
Contents, 14, 14A, 15	C5599	27.7.2007	On and from 19.12.2005	363	353
1, 3, 38, Part B	C6929	27.3.2009	SWC 2007 - First pay period on or after 1.12.2008 SWC 2008 - First pay period on or after 1.10.2009	367	967
1, Part B	C7390	26.2.2010	First full pay period on or after 1.10.2010	369	1694
1, Part B	C7596	2.9.2011	First full pay period on or after 16.12.2010	371	708

(5023)

SERIAL B9293**TRANSPORT INDUSTRY - REDUNDANCY (STATE) AWARD**

Schedule of Consolidated Award Published on 8.9.2000 and Subsequent Variations Incorporated

Clause	Award/ Variation Serial No.	Date of Publication	Date of Taking Effect	Industrial Gazette	
				Vol	Page
Award	B9293	8.9.2000	On 28.4.2000	318	458
7(iv)	C1587	6.12.2002	On and from 30.8.2002	337	349
3, 11.	C2673	30.7.2004	On 19.3.2004	345	606
7	C3245	21.1.2005	On and from 10.9.2004	348	130
11	C6103	8.2.2008	On and from 31.7.2007	364	1166

(2190)

SERIAL C0543**TRANSPORT INDUSTRY (STATE) SUPERANNUATION (NO. 2) AWARD**

Schedule of Consolidated Award Published on 19.10.2001 and Subsequent Variations Incorporated

Clause	Award/ Variation Serial No.	Date of Publication	Date of Taking Effect	Industrial Gazette	
				Vol	Page
Award	C0543	19.10.2001	First pay period on or after 10.8.2001	328	1056
3, 9	C3348	6.5.2005	On and from 5.10.2004	350	1029
9	C6334	14.3.2008	On and from 4.12.2007	365	420

AWARD

Contents

PART A

Clause No. Subject Matter

SECTION I - WAGES, ALLOWANCES AND HOURS OF EMPLOYMENT

1. Wages
2. Allowances
3. Hours of Employment
4. Shift Work
5. Overtime
6. Limitation of Overtime
7. Saturday and Sunday Work
8. Casual Employment
9. Payment of Wages
10. Meal Breaks

SECTION II - LEAVE ENTITLEMENTS AND PUBLIC HOLIDAYS

11. Annual Leave
12. Long Service Leave
13. Sick Leave
14. State Personal/Carer's Leave
- 14A. Parental Leave
15. Bereavement Leave
16. Public Holidays

SECTION III -- INDUSTRIAL RELATIONS AND THE UNION

17. Dispute Resolution Procedure
18. Union Delegate
19. Union Notice Board
20. Right of Entry
21. Union Picnic Day



SECTION IV - OTHER PROVISIONS

- 22. Safety Standards
 - 22A. Vehicle Standards
 - 23. Jury Service
 - 24. Anti-Discrimination
 - 25. Terms of Employment
 - 26. Insurance and Accident Pay for Employees
 - 27. Contract Work - Chain of Responsibility
 - 28. Amenities
 - 29. Uniforms and Wet Weather Clothing
 - 30. Redundancy
 - 31. Superannuation
 - 32. Mixed Functions
 - 33. Unauthorised Persons Riding on Vehicles
 - 34. Recall
 - 35. Commitment to Training
 - 36. Definitions
 - 37. Leave Reserved
 - 38. Area, Incidence and Duration
 - 39. Secure Employment
- PART B

MONETARY RATES

- Table 1 - Wages
- Table 2 - Other Rates and Allowances
- Table 3 - Income Protection on 6-day Rosters

- Schedule 1 Specified Urban and Demographic Areas
- Schedule 2 Confidential Schedule

PART A

SECTION I - WAGES, ALLOWANCES AND HOURS OF EMPLOYMENT

1. Wages

- 1.1 Employees shall be paid the weekly rates of pay set out in Table 1 - Wages, of Part B, Monetary Rates.
- 1.2 For the purpose of computing wages, overtime, etc., the additional amounts referred to in subclauses 2.1 and 2.2 of clause 2, Allowances, form part of the award rate for and when the work is performed.
- 1.3 The rates of pay in this award include the adjustments payable under the State Wage Case 2010. These adjustments may be offset against:
 - (i) any equivalent overaward payments, and/or
 - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments

2. Allowances

- 2.1 An employee required by an employer to carry keys to two key safes or possess and use knowledge of vault combinations shall be paid an additional amount as set out in Item 1 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.
- 2.2 Each member of the crew performing mobile cash units (M.C.U.) country work shall be paid an additional amount as set out in Item 2 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.
- 2.3 ATM Work
- 2.3.1 An employee rostered to hold him/herself in readiness to perform work associated with off-site automatic telling machines outside ordinary working hours in accordance with a condition of contract between the employer and the automatic telling machine proprietor shall be paid a standby allowance as set out in Item 3 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.
- 2.3.1.1 Provided that, where the major portion of the standby roster falls on a Saturday, Sunday or public holiday, the higher rate shall be paid.
- 2.3.2 Where an employee so rostered to standby is recalled to work, normal award recall provisions shall apply. Such payment shall apply in lieu of the allowance contained in paragraph 2.3.1 of this subclause.
- 2.3.3 Further, where an employee on recall provided his/her own vehicle and uses it in the performance of his/her duties, an allowance as set out in Item 4 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, shall be paid and shall be calculated on a home-to-home basis. Such allowance is paid on the understanding that the employee is responsible for all comprehensive and third party insurance associated with the use of that vehicle.
- 2.4 An employee appointed by the employer to perform first-aid duty shall be paid an amount as set out in Item 5 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, in addition to his/her ordinary rate during such appointment.
- 2.5 Employees engaged on Reserve Bank work shall be paid an additional amount as set out in Item 6 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.

3. Hours of Employment

- 3.1 The ordinary hours of work for all employees shall not exceed 38 hours per week or 76 hours per fortnight or 114 hours per 3 weeks or 152 hours per 4 weeks and shall be worked between Monday and Friday inclusive.
- 3.2 The ordinary hours of work prescribed in subclause 3.1 of this clause may also be worked upon a Saturday; provided that:
- 3.2.1 The number of ordinary hours to be worked on a Saturday shall not be less than 7.6 or more than 8;
- 3.2.2 Employees working ordinary hours on a Saturday shall be paid an additional 50% of the rates prescribed for their respective classifications for the ordinary hours worked on that day;
- 3.2.3 Any employee required to work ordinary hours on a Saturday will be given a minimum of 7 days' notice; and
- 3.2.4 The employee must have Sunday and Monday as days off (unless they are worked as overtime).
- 3.3 The ordinary hours of work for all employees shall not exceed 8 hours per day, exclusive of meal breaks, and shall be worked between the hours of 6:00 a.m. and 6:00 p.m.
- 3.4 The 38-hour week may be worked under one of the following methods:
- 3.4.1 Rostered Day Off in a 4-week Cycle
- 3.4.1.1 Employees shall work to a roster drawn up in each workplace providing for 19 days each of 8 hours over a continuous 4-week period.
- 3.4.1.2 Each employee shall take a rostered day off in accordance with the roster.
- 3.4.1.3 Rostered days off may be accumulated to a maximum of 10 days over a 40-week period. Rostered days off may be credited to and be taken by an employee in advance to a maximum of 5 days.
- 3.4.1.4 In those arrangements where rostered days off are not accumulated, an employer may, due to operational requirements, require an employee not to take a rostered day off during the period it accrues. In this event a replacement rostered day off shall be taken on the following basis:
- 3.4.1.4.1 Where the rostered day off not taken was either a Friday or Monday, the next practicable Friday or Monday shall be taken as a replacement rostered day off.
- 3.4.1.4.2 Where the rostered day off not taken was a Tuesday, Wednesday or Thursday, the replacement rostered day off shall be taken on the first practicable day available for the taking of such replacement rostered day off.
- 3.4.1.5 Otherwise, an employee's normal rostered day off may be changed during the currency of a roster period by agreement between the employer and such employee. In the absence of such agreement, 48 hours' notice of such alteration shall be given to the employee.

3.4.1.6 Calculation of Payment

Payment shall be for 7 hours 36 minutes per day with accrual as entitlement for a rostered day off being made on the basis of a 19-day period where an employee works 152 hours within a work cycle not exceeding 28 consecutive days at 24 minutes per day.

3.4.1.7 An employee whose rostered day off occurs on a pay day shall be paid wages on the next ordinary working day following the rostered day off.

3.4.1.8 Where an employer is required to service a particular industry or plant or section thereof and there has been a cessation of operations resulting from annual closedown, such employer may require employees to take a rostered day or days off to coincide with the day or days that the operations are closed. In this event, a rostered day or days off which would normally become due to the employee shall not become so due for the number of days taken pursuant to the provisions of this paragraph; provided however, that where an employee is disadvantaged in terms of leisure time by a rostered day or days off normally falling on a Friday or Monday being required to be taken on a Tuesday, Wednesday or Thursday, such employee shall be rostered to take a Friday or Monday day off on the earliest practicable opportunity upon the normal roster being resumed.

3.4.1.9 Where an employee works an ordinary day on a Saturday pursuant to subclause 3.2 of this clause, such employee's rostered day off must not be rostered to occur on a Saturday.

3.4.2 Other than a Rostered Day Off in a 4-week Cycle

3.4.2.1 Where an employer is required to service a particular industry or plant or section thereof which is operating under arrangements for a reduced working week other than that provided for in paragraph 3.4.1 of this subclause, the employer may arrange the hours of work of an employee to be applicable to that particular industry or plant, or section thereof; provided that such hours shall not be in excess of the normal hours of work permitted by this clause.

3.4.2.2 The employer may require employees to work ordinary hours over 5 days, Monday to Friday inclusive, which shall not exceed 38 hours, which may be worked over 4 days of 8 hours each and one day of 6 hours. On the day on which 6 hours is worked, those 6 hours may be worked continuously without a meal break.

3.4.2.3 The employer may require employees to work ordinary hours over a 2-week period (10 working days) Monday to Friday inclusive of not more than 76 hours. To achieve this, the employer may roster employees off half a day (4 hours) on one of the days in one of those normal working weeks.

3.5 More than one of the methods of implementation of an average 38-hour working week referred to in this clause may be simultaneously implemented for different groups of workers in the one workplace; provided that agreement shall be reached with the majority of employees so affected.

3.6 Methods of implementation of an average 38-hour working week other than those referred to in this clause may be instituted by arrangement with the Union.

3.7 In response to changed requirements of the employer's clients, the employer may alter the method(s) by which a 38-hour week is worked in the workplace; provided that the altered method(s) so chosen shall comply with the requirements of this clause.

3.8 Start and Finish Times

- 3.8.1 Within the limits prescribed in this clause, each employer shall fix the time and place at which each employee shall be in attendance at the workplace or other agreed starting place ready to commence work in ordinary working hours and work shall be deemed to have commenced, for each employee in attendance, at the time and place so fixed.
- 3.8.2 Working in ordinary working hours shall be deemed to have finished, for those employees in attendance, when a period of 8 hours, exclusive of a break for a meal, calculated from the fixed starting time, has elapsed.
- 3.8.3 Different starting times within the span of ordinary hours may apply to different groups of employees in a workplace.
- 3.8.4 Any employee who is not in attendance at the workplace or other agreed starting place ready to commence work at the fixed starting time or who fails to attend for 8 hours from that time shall be paid only for the actual hours worked.
- 3.8.5 The employer may only alter the time and place fixed in accordance with paragraph 3.8.1 of this subclause by notice posted for 7 days at the workplace or other agreed starting place; provided that the start time may be changed where it is necessary for reasons beyond the employer's control by notification before the end of the previous day's work or with 24 hours' notice where work has not been performed the previous day.

3.9 Part-time Employees

- 3.9.1 A part-time employee shall be one who is employed to work regular days and regular hours, either of which are less than the number of days or hours worked by permanent full-time employees, but such days shall not be less than 3 per week and such hours shall not be less than 20 per week.
- 3.9.2 The spread of hours of a part-time employee shall be as set out in subclause 3.1 of this clause or in clause 4, Shift Work, depending upon the system of work applicable to the employee in question.
- 3.9.3 The rate of pay for a part-time employee shall be commensurate with the applicable minimum weekly rate of pay for a permanent full-time employee proportionate to the number of hours worked by the part-time employee.
- 3.9.4 Notwithstanding anything else contained in this award, the provisions of this award with respect to annual leave, annual leave loading, sick leave, jury service, bereavement leave and public holidays shall apply to part-time employees.
- 3.9.5 Part-time employment may be offered on a fully voluntary basis to any existing employee, permanent or casual, as well as to new or intending employees.
- 3.9.6 Part-time employees may be offered additional work up to 38 hours per week at ordinary pay; provided that overtime rates are paid after 8 hours' work in any one day.

4. Shift Work

- 4.1 Employees may be required to work shift work in order to carry out the duties of and associated with the transportation of cash or valuables or to provide any other goods or services, the subject of this award, at the discretion of the employer.

Provided that:

4.1.1 Permanent employees engaged at the time of the insertion of this clause into the Transport Industry - Armoured Cars &c. (State) Award shall have the option of rejecting any initial offer so to do.

4.1.2 All other employees shall perform shiftwork where so required by the employer.

4.2 Definitions

"Afternoon shift" means any shift which commences after 10:00 a.m. and at or before 4:00 p.m.

"Night shift" means any shift which commences after 4:00 p.m. and at or before 4:00 a.m.

"Morning shift" means any shift which commences between 4:00 a.m. and 6:00 a.m.

"Day shift" means any shift which commences at or after 6:00 a.m. or before 10:00 a.m.

"Rostered shift" means a shift of which the employee concerned has had at least 48 hours' notice.

"Permanent shift" means a shift which does not rotate with another shift or shifts or day work and which continues for a period of at least 4 consecutive weeks.

"Rotating shift" means a morning, afternoon or night shift which rotates with another shift or day shift so at least one third of working time is on an alternative shift.

"7-day shift worker" means an employee who is rostered to work regularly on Saturdays, Sundays and public holidays.

"Shift work" shall mean all work performed on shifts extending for at least 4 consecutive weeks.

4.3 Hours

The ordinary hours of work for shift workers shall not exceed 38 hours per week over the full cycle of the relevant work roster. Ordinary hours shall not exceed:

4.3.1 8 during any consecutive 24 hours' period; or

4.3.2 152 in any 28 consecutive days.

Provided that the ordinary hours of work for shift workers and the definition times for afternoon, night and morning shift may be the subject of an alternative agreement between the employer and the employees where business requirements fall outside those set out in this subclause and subclause 4.2 of this clause. In any case, the maximum daily hours shall be 10 hours.

Any such discussions will involve the Union delegate or an authorised representative of the Union and any agreement reached shall be notified to the Union secretary.

4.4 Shift Work Allowances

4.4.1 An employee required to work shift shall be paid an extra percentage loading on his/her minimum weekly rate of pay for ordinary hours as follows:

Monday to Friday inclusive.

Afternoon shift - 17.5%.

Night shift - 30%.

Morning shift - 12.5%.

Rotating shift morning/afternoon shifts - 15%.

Rotating shift night shift with another shift - 25%.

Provided that, where a lower shift rate is currently being paid, the Union and the employer concerned shall meet to discuss appropriate procedures for transition to the new rates.

4.4.2 Weekend Work and Public Holidays

Saturday (between midnight Friday and midnight Saturday) - paid at the rate of time and a half for all ordinary time worked.

Sunday (between midnight Saturday and midnight Sunday) - paid at the rate of double time.

Public holidays (between midnight the previous day and midnight on the public holiday) - paid in accordance with clause 16, Public Holidays.

The rates prescribed in this paragraph for weekend work and public holidays shall apply instead of the shift loadings in paragraph 4.4.1 of this subclause.

4.4.3 All overtime worked between midnight Friday and midnight Sunday shall be paid for at double the ordinary time rate.

4.5 Meal Breaks and Crib Time

4.5.1 No employee shall be required to work for more than 5 hours without a meal break (crib time) except in the case of an employee who is required to continue work after the normal finishing time for less than 2 hours; provided that an employee may work for up to 6 hours without a meal break (crib time) with the consent of the Union. The said 5 hours is to be calculated from time of starting work or from the end of the previous meal break or crib time, whichever applies.

4.5.2 An employee shall have a 20-minute paid meal break during each ordinary shift.

4.6 Overtime

Overtime at the rate of time and one half for the first 2 hours and double time thereafter shall be paid to all shift workers as follows:

4.6.1 For all time worked before the starting time or after the finishing time fixed for each shift.

4.6.2 For all time worked in excess of the daily limitation of the hours of each shift.

4.6.3 For all time worked in excess of the ordinary hours of work per week arrived at in accordance with paragraphs 4.3.1 and 4.3.2 of subclause 4.3 of this clause.

4.6.4 On the computation of overtime, each day or shift shall stand alone and portions of hours shall be taken to the nearest one tenth of an hour.

4.6.5 The rates prescribed in this paragraph shall apply instead of the shift loadings in paragraph 4.4.1 of subclause 4.4 of this clause.

4.7 Meal Allowance and Overtime Crib Break

An employee who is required to work overtime on any day for a period of 2 hours or more after their normal finishing time shall be allowed a paid crib break of 20 minutes.

This break shall be taken at a time fixed by the employer not later than 5 hours after the end of the previous meal break; provided that an employee may work for up to 6 hours without a meal break with the consent of the Union.

Where an employee is not notified at least 24 hours in advance that overtime would be required, such employee shall be paid a meal allowance of the amount set out in Item 7 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.

Meal breaks or crib times may, at the discretion of the employer, be staggered in such a way as to permit continuity of operations.

In accordance with business requirements an employee may be needed to work through their usual meal break until such time as it is practical to take a break.

4.8 Shift Rosters

4.8.1 Shift rosters shall specify the commencing and finishing times of ordinary hours of respective shift. A copy of such shift roster shall be kept posted in a prominent place. Such roster shall not be altered unless 48 hours' notice is given.

Overtime rates shall apply to work performed outside the ordinary shift hours where such notice is not given.

In cases of changes necessitated outside the control of the employer, 24 hours' notice shall apply in lieu of 48 hours' notice.

4.8.2 The method of working shifts and the time of commencing and finishing shifts may be varied by agreement between the employer and the branch secretary of the Union (or his/her nominee) and the accredited representative of the Union at the employer's establishment to suit the circumstances of the establishment.

4.9 Rostered Day Off Falling on Holiday (Shift Workers)

An employee whose rostered day off falls on a public holiday prescribed under this award to which a day worker (whose ordinary hours are worked Monday to Friday inclusive) is entitled without loss of pay as provided in this award, and who is not required to work, shall receive 8 hours' ordinary pay in addition to his/her weekly wage.

Where an employee with 12 months' continuous service is engaged for part of the 12-month period as a 7-day shift worker, he/she shall be entitled to have the annual leave prescribed in clause 11, Annual Leave, increased by one day for each 36 ordinary shifts worked as a 7-day shift worker.

5. Overtime

- 5.1 Overtime at the rate of time and one half for the first 2 hours and at the rate of double time thereafter shall be paid to all employees as follows:
- 5.1.1 For all time worked between the earliest and latest times mentioned in clause 3, Hours of Employment, in excess of 38 hours in any one week or in excess of the ordinary hours of work in any holiday week.
 - 5.1.2 For all time worked between such earliest and latest times in excess of the daily limitations prescribed in the said clause 3 or before the usual commencing or after the usual finishing time.
 - 5.1.3 For all time worked before the said earliest time and for all time worked after the said latest time.
 - 5.1.4 For the purpose of the computation of overtime, each day shall stand alone; provided that any overtime shall not be paid twice for the same hours worked.
 - 5.1.5 Casual - In the case of casual employees, the overtime rate shall be calculated on the casual rate of pay.
- 5.2 Where an employee has been notified that he/she is required to work overtime, not being overtime commencing immediately after the completion of his/her ordinary hours of work, and the requirement to work such overtime subsequently is cancelled, the following shall apply:
- 5.2.1 Where at least 6 hours' notice of cancellation is given, no payment shall be made.
 - 5.2.2 Where less than 6 hours' and at least 3 hours' notice is given, 2 hours at the appropriate rate shall be paid.
 - 5.2.3 Where less than 3 hours' notice is given, 4 hours at the appropriate rate shall be paid.

6. Limitation of Overtime

- 6.1 An employee who is required to work for any period amounting to 12 hours or more from the time of commencing work shall be granted a respite from and shall be entitled to absent him/herself from work until he/she has had 10 consecutive hours off duty, without loss of pay, for ordinary working time occurring during such absence.
- 6.2 In the cases of emergency, as herein defined, the said 10 hours referred to in subclause 6.1 of this clause may be exceeded by not more than one hour. "Emergency" in this subclause shall mean periods in which excess cash or bullion, which has been delayed by circumstances beyond the control of the employer, needs to be transported within limited period of time and where extra labour is not available to carry out the necessary work.
- 6.3 Except in the case of accident or circumstances over which the employer has no control, an employee shall not work and an employer shall not require an employee to work more than a total of 20 hours overtime in any one week exclusive of unpaid intervals allowed for meals.

7. Saturday and Sunday Work

7.1 Saturday Work

7.1.1 An employee required to work on a Saturday (where it is not an ordinary day pursuant to subclause 3.2 of clause 3, Hours of Employment) shall be paid at the rate of time and one half for the first 2 hours and double time thereafter for all time worked, with a minimum payment of 4 hours at the appropriate rate of pay, whether an employee works for that period or not.

7.1.2 An employee (other than an employee working an ordinary shift) who is required to commence work on a Saturday at 12 noon or thereafter shall be paid at double time.

7.2 Sunday Work

7.2.1 An employee required to work on a Sunday shall be paid double time for all time worked, with a minimum payment of 4 hours at the appropriate rate of pay, whether the employee works for that period or not.

8. Casual Employment

- 8.1 The minimum hourly rates of pay for casual employees shall, subject to the other provisions of this award, be one thirty-eighth of the weekly rate prescribed by this award for the appropriate type of work which is performed plus 17.5 % (not inclusive of annual leave entitlements).
- 8.2 The casual loading in this award is 2.5% higher than in the Transport Industry (State) Award published 20 April 2000 (315 I.G. 192) in acknowledgement of the fact that this award does not contain a permanent to casual ratio.
- 8.3 Employers must take all reasonable steps to maximise the proportion of permanent full-time and part-time as opposed to casual employees engaged.

9. Payment of Wages

- 9.1 Subject to subclause 9.6 of this clause, all wages shall be paid weekly in cash or by electronic funds transfer, on Tuesday or Wednesday, as determined by the employer, and the day, on being fixed, shall not be altered more than once in 3 months. Where a public holiday falls on a Tuesday or Wednesday (being a pay day), the payment of wages that week shall, as far as practicable, be made on the preceding workday. Provided that wages may be paid by cheque with the agreement of a majority of employees at each yard.
- 9.2 No employee should have the pay day changed unless given at least 7 days' notice.
- 9.3 Except as otherwise provided for in this clause, no employer shall hold more than 2 days' wages in hand.
- 9.4 Where an employer holds less than 2 days' wages in hand, payment for any overtime worked after the normal finishing time on the last day of the pay week shall be paid to the employee on the next succeeding pay day.
- 9.5 Casual employees shall be paid at the end of each day or at the termination of their casual employment.
- 9.6 Where wages are paid in cash, they shall be paid to the employee at the workplace or other agreed starting place or otherwise by agreement between the employer and the employee or employees concerned.
- 9.7 Where wages are paid in cash, wages shall be paid without unnecessary delay after the employee ceases work on pay day. An employee kept waiting for wages on pay day for more than a quarter of an hour after ceasing work shall be paid at overtime rates after that quarter of an hour with a minimum payment equal to one fifth of an hour.
- 9.8 In the case of an employee whose services are terminated on other than a pay day, such employee shall be paid all wages due either prior to or immediately upon cessation of work on the final day of employment.
- 9.9 An employee, other than a casual employee, who desires to terminate employment on a day other than pay day shall give notice to the employer on commencing work in the morning, in which case the employee shall be paid all wages due when the employee has finished the day's work; otherwise, wages may be paid on the following working day at a time stipulated by the employer but not later than 12 midday.
- 9.10 Each employee shall be supplied with a pay envelope or statement in writing on which shall be endorsed those things required by clause 6 of the Industrial Relations (General) Regulation 1996, including the following:
- 9.10.1 the name and classification of the employee;
 - 9.10.2 the gross amount of wages, inclusive of overtime and other earnings;
 - 9.10.3 the amount paid as overtime or such information as will enable the amount paid as overtime to be calculated by the employee;
 - 9.10.4 the amount deducted for taxation purposes;
 - 9.10.5 particulars of all other deductions or the total amount of such deductions; and
 - 9.10.6 the net amount paid.

10. Meal Breaks

- 10.1 On the days Monday to Friday, inclusive, each employee shall be entitled to a meal break. In the case of employees who are required to remain in the vehicle during the meal break, the break shall be for a period of 45 minutes unless the reasonable requirements of the business otherwise require, when it shall be not less than 30 minutes. In either case, an allowance equal to 45 minutes' pay at the ordinary rate for a weekly employee shall be paid to such employee on each such occasion. In the case of employees who take the meal break at the yard, depot or garage, the meal break shall be for a period of not less than 45 minutes nor more than one hour. Meal breaks must be taken no later than 5 hours after the commencement of the employee's shift. An employee shall not be required to take a meal break before a period of 4 hours, calculated from the normal starting time, has elapsed.
- 10.2 When an employee is called upon to work before 6:15 a.m., he shall be allowed a crib time of 15 minutes between 8:00 a.m. and 9:00 a.m.; and, when an employee is required to work on a Saturday beyond 1:00 p.m., he/she shall be allowed 30 minutes' crib time; and, when called upon to work up to 8:00 p.m. on any one day, he/she shall be allowed 30 minutes' crib time. The foregoing crib times shall be counted as time worked.
- 10.3 If 8 hours are worked on a Saturday or Sunday, the usual week day meal hours shall be allowed and the provisions prescribed in subclause 10.2 of this clause with relation to crib time shall not apply.
- 10.4 No employee shall work nor shall be required to be on duty for a period exceeding 5 hours without a meal or crib break. Such time shall be calculated from the completion of the last preceding break. Provided that an employee may work for up to 6 hours without a meal break with the consent of the Union. All meal breaks of a lesser period than 30 minutes shall be included as time worked.
- 10.5 An employee who is required to work overtime on any weekday for a period of two and one half hours or more after his normal finishing time shall be paid a meal break allowance of the amount as set out in Item 8 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.

SECTION II - LEAVE ENTITLEMENTS AND PUBLIC HOLIDAYS

11. Annual Leave

- 11.1 See the *Annual Holidays Act 1944*.
- 11.2 An employee at the time of his/her entering upon a period of annual leave in accordance with section 3 of the *Annual Holidays Act 1944* shall be entitled to an additional payment in respect of the period of employment to which the said leave is referable, calculated on the basis of three and one third hours' ordinary pay for each month.
- 11.3 In addition to the leave provided for by subclause 11.1 of this clause, 7-day shift workers (that is, shift workers who are rostered to work regularly on Sundays and holidays) shall be allowed one week's leave; provided that, if during the year of employment an employee has served for only a portion of it as a 7-day shift worker, the additional leave shall be one day for each 36 ordinary shifts worked as a 7-day shift worker. In this subclause, reference to one week and one day shall include holidays and non-working days.

12. Long Service Leave

See the *Long Service Leave Act 1955*.

13. Sick Leave

- 13.1 "Year" shall mean the period of 12 months measured for each employee from the date of commencement of the employee's current period of employment. Notwithstanding anything contained herein to the contrary, for an employee who commenced employment prior to 1 December 1998, "year" shall mean the period from 1 July to 30 June next following.
- 13.2 An employee, other than a casual employee, with not less than 3 months' continuous service as such in the industry covered by this award, who is absent from his/her work by reason of personal illness or injury not being illness or injury arising from the employee's misconduct or from an injury arising out of or in the course of employment, shall be entitled to leave of absence, without deduction of pay, subject to the following conditions and limitations:
- 13.2.1 He/she shall, unless it is not reasonably practicable so to do (proof of which shall be on the employee), before his/her ordinary starting time on the first day of his/her absence, and in any event within 24 hours, inform the employer of his/her inability to attend for duty and, as far as practicable, state the nature of the illness or injury and the estimated duration of the absence.
- 13.2.2 He/she shall furnish to the employer such evidence as the employer may reasonably desire that he/she was unable, by reason of such illness or injury, to attend for duty on the day or days for which sick leave is claimed.
- 13.2.3 Except as hereinafter provided, he/she shall not be entitled in any year (as defined), whether in the employ of one employer or several in the industry in such year, to leave in excess of 40 hours of ordinary working time; provided that:
- 13.2.3.1 If his/her employment continues with the one employer after the first year, his/her leave entitlement shall increase to a maximum of 64 hours of ordinary working time, at which figure it shall remain for any subsequent years of continued employment.
- 13.2.3.2 If the employment of an employee who has become entitled to leave in accordance with subparagraph 13.2.3.1 of this paragraph is terminated for any reason, he/she shall not be entitled in the employ of any employer in the industry, in that year, to leave excess of 40 hours of ordinary working time.
- 13.3 For the purpose of administering paragraph 13.2.3 of subclause 13.2 of this clause, an employer, within one month of this award coming into operation or within 2 weeks of the employee entering his/her employment, may require an employee to make a statutory declaration or other written statement as to what paid leave of absence he/she has had from any employer during the then current year and upon such statement the employer shall be entitled to rely and act.
- 13.4 The rights under this clause shall accumulate from year to year, so long as his/her employment continues with the one employer, so that any part of the leave entitlement which has been allowed in any year may be claimed by the employee and shall be allowed by that employer, subject to the conditions prescribed by this clause, in a subsequent year of continued employment.
- 13.5 If an award holiday occurs during an employee's absence on sick leave, such award holiday shall not be counted as sick leave.
- 13.6 Service before the date of coming into force of this clause shall be counted as service for the purpose of assessing the sick leave entitlement in any year under paragraph 13.2.3 of subclause 13.2 of this clause, but shall not be taken into consideration in arriving at the period of accumulated leave.
- 13.7 Accumulated sick leave at the credit of an employee at the commencement of this award shall not be affected nor reduced by the operation of this clause.

14. State Personal/Carer's Leave

14.1 Use of Sick Leave

14.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 14.1.3.2 who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 13, Sick Leave of the award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.

14.1.2 The employee shall, if required,

- (1) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
- (2) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

In normal circumstances, an employee must not take carer's leave under this subclause where another person had taken leave to care for the same person.

14.1.3 The entitlement to use sick leave in accordance with this subclause is subject to:

14.1.3.1 the employee being responsible for the care of the person concerned; and

14.1.3.2 the person concerned being:

14.1.3.2.1 a spouse of the employee; or

14.1.3.2.2 a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first-mentioned person who lives with the first-mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or

14.1.3.2.3 a child or an adult child (including an adopted child, a stepchild, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or

14.1.3.2.4 a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or

14.1.3.2.5 a relative of the employee who is a member of the same household where, for the purposes of this subparagraph:

14.1.3.2.5.1 "relative" means a person related by blood, marriage or affinity;

14.1.3.2.5.2 "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and

14.1.3.2.5.3 "household" means a family group living in the same domestic dwelling.

An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

Note: In the unlikely event that more than 10 days sick leave in any year is to be used for caring purposes the employer and employee shall discuss appropriate arrangements which, as far as practicable, take account of the employer's and employee's requirements.

Where the parties are unable to reach agreement the disputes procedure at clause 17, Dispute Resolution Procedure, should be followed.

14.2 Unpaid Leave for Family Purpose

14.2.1 An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 14.1.3.2 above who is ill or who requires care due to an unexpected emergency.

14.3 Annual Leave

14.3.1 An employee may elect, with the consent of the employer to take annual leave not exceeding ten days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties.

14.3.2 Access to annual leave, as prescribed in paragraph 14.3.1 of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.

14.3.3 An employee and employer may agree to defer payment of the annual leave loading in respect of single-day absences until at least 5 consecutive annual leave days are taken.

14.3.4 An employee may elect with the employers agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.

14.4 Time Off in Lieu of Payment for Overtime

14.4.1 An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.

14.4.2 Overtime taken as time off during ordinary-time hours shall be taken at the ordinary-time rate, that is, an hour for each hour worked.

14.4.3 If, having elected to take time as leave in accordance with paragraph 14.4.1 of this subclause, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12-month period or on termination.

14.4.4 Where no election is made in accordance with paragraph 14.4.1, the employee shall be paid overtime rates in accordance with the award.

14.5 Make-up Time

14.5.1 An employee may elect, with the consent of the employer, to work "make-up time", under the employee takes time off ordinary hours and works those hours at a later time during the spread of ordinary hours provided in the award, at the ordinary rate of pay.

14.5.2 An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time) at the shift work rate which would have been applicable to the hours taken off.

14.6 Rostered Days Off

- 14.6.1 An employee may elect, with the consent of the employer, to take a rostered day off at any time.
- 14.6.2 An employee may elect, with the consent of the employer, to take rostered days off in part-day amounts.
- 14.6.3 An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or employer.
- 14.6.4 This subclause is subject to the employer informing the Union where it has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the Union to participate in negotiations.

14.7 Personal Carers Entitlement for casual employees -

- (1) Subject to the evidentiary and notice requirements in 14.1.2 and 14.1.3.2.5.3 casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 14.1.3.2 of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
- (2) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (3) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

14A. Parental Leave

- (1) Refer to the *Industrial Relations Act 1996* (NSW). The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).
- (2) An employer must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:
 - (a) the employee or employee's spouse is pregnant; or
 - (b) the employee is or has been immediately absent on parental leave.

The rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

- (3) Right to request
 - (a) An employee entitled to parental leave may request the employer to allow the employee:
 - (i) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
 - (ii) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - (iii) to return from a period of parental leave on a part-time basis until the child reaches school age;to assist the employee in reconciling work and parental responsibilities.
 - (b) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
 - (c) Employee's request and the employer's decision to be in writing

The employee's request and the employer's decision made under 3(a)(ii) and 3(a)(iii) must be recorded in writing.
 - (d) Request to return to work part-time

Where an employee wishes to make a request under 3(a)(iii), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.
- (4) Communication during parental leave
 - (a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
 - (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and

- (ii) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
- (b) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
- (c) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph (a).

15. Bereavement Leave

- 15.1 An employee, other than a casual employee, shall be entitled to up to 2 days' bereavement leave without deduction of pay on each occasion of the death of a person prescribed in subclause 15.3 of this clause. An employee, other than a casual employee, shall be entitled to up to 2 days' bereavement leave without deduction of pay on each occasion of the death of a person prescribed in subclause 15.3 of this clause, where such employee travels outside of Australia to attend the funeral.
- 15.2 The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will provide to the satisfaction of the employer proof of death.
- 15.3 Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of personal/carer's leave as set out in subparagraph 14.1.3.2 of paragraph 14.1.3 of subclause 14.1 of clause 14, State Personal/Carer's Leave; provided that, for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- 15.4 An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- 15.5 Bereavement leave may be taken in conjunction with other leave available under subclauses 14.2, 14.3, 14.4, 14.5 and 14.6 of clause 14, State Personal/Carer's Leave. In determining such a request, the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.
- 15.6 Bereavement entitlements for casual employees
- 15.6.1 Subject to the evidentiary and notice requirements in 15.2 casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subclause 14.1.3.2 of clause 14, State Personal/Carer's Leave.
- 15.6.2 The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- 15.6.3 An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

16. Public Holidays

- 16.1 The days on which New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Six-hour Day, Christmas Day and Boxing Day are observed in the areas concerned, together with all public holidays that hereafter may be proclaimed by the Governor and which are observed for the areas covered by this award, and the Picnic Day of the Transport Workers' Union of New South Wales, which shall be held on Easter Saturday of each year, shall be recognised as holidays without deduction from weekly employees' wages.
- 16.2 All work performed on any of the above-mentioned days, except Christmas Day and Good Friday, shall be paid for at the rate of time and one half extra for the actual time worked; for all work performed on Christmas Day and Good Friday, the rate of double time extra shall be paid. For all work done by casual employees on any of the holidays prescribed by subclause 16.1 of this clause, double overtime rates shall be paid. An employee called upon to work on an award holiday shall be guaranteed 4 hours' work or shall be paid for 4 hours at the appropriate rate.
- 16.3 In any week during which a holiday is observed on any day, Monday to Friday inclusive, the ordinary working time of such week shall be reduced by 8 hours for each holiday occurring.
- 16.4 A weekly employee, whose services are dispensed with within 7 days of the commencement of any week in which one or more holidays occur and who is re-engaged by the same employer within 7 days of the said week, shall be paid an ordinary day's pay for each holiday so occurring at the rate prescribed for the class of work performed by him/her prior to his/her services being dispensed with.
- 16.5 An employee who, without permission of an employer or without reasonable cause, absents him/herself from duty on the working day immediately preceding or the working day immediately succeeding any award holiday shall not be entitled to payment for such holiday.

SECTION III - INDUSTRIAL RELATIONS AND THE UNION

17. Dispute Resolution Procedure

17.1 Subject to the *Industrial Relations Act* 1996, any dispute shall be dealt with in the following manner:

- 17.1.1 Affected employees and, at his/her/their request, the representative of the Union on the job, shall attempt to resolve the matters in issue in the first place with the appropriate supervisor.
- 17.1.2 In the event of failure to resolve the dispute at job level, the matter shall be the subject of discussions between an organiser of the Union and the workplace manager.
- 17.1.3 Should the dispute still remain unresolved, the secretary of the Union or a representative will confer with senior management.
- 17.1.4 In the event of no agreement being reached at this stage, the dispute will be referred to the Industrial Relations Commission of New South Wales for resolution.

Note: Paragraphs 17.1.2 and 17.1.3 of this subclause do not apply where none of the affected employees are Union members and none has requested Union assistance.

17.2 All work shall continue normally while these negotiations are taking place.

18. Union Delegate

- 18.1 An employee appointed as Union delegate to the workplace shall, upon notification to the employer by the secretary/treasurer or sub-branch secretary of the Union, be recognised as the accredited representative of the Union.
- 18.2 Any matter arising in the workplace affecting members of the Union may be investigated by the delegate and discussed with the employer or a representative. The delegate shall, upon request, be allowed a reasonable opportunity to carry out such duties at a time reasonably convenient to the delegate and the employer.
- 18.3 If a matter in dispute is not settled, the delegate shall, upon request, be allowed access to a telephone for a reasonable opportunity of notifying the Union branch or sub-branch concerned.

19. Notice Board

The employer shall provide a notice board of reasonable dimensions to be erected or to be placed in a prominent position in the workplace, upon which accredited representatives of the Union shall be permitted to post formal Union notices signed by the representative or representatives.

20. Right of Entry

See Part 7 of Chapter 5 of the *Industrial Relations Act 1996*. (Note: This provides that a duly accredited representative of the Union shall have the right to enter any work place or premises for the purpose of interviewing employees and investigating suspected breaches of awards or agreements or the *Industrial Relations Act 1996* and in such investigations inspect time and pay sheets, so long as this does not unduly interfere with the work being performed by any employee during working time).

21. Union Picnic Day

- 21.1 Easter Saturday shall be recognised as the Union's Picnic Day.
- 21.2 In addition to all other payments due to him/her, a financial member of the Union, other than a casual employee, shall, upon proof thereof, be paid an additional day's pay in the pay period in which Easter Saturday falls.
- 21.3 A financial member of the Union who is required to work on Easter Saturday shall be paid at the rate of time and a half for the actual time worked and, in addition, ordinary time for the actual time worked up to a maximum of 8 hours' pay at ordinary time.
- 21.4 Notwithstanding subclauses 21.1, 21.2 and 21.3 of this clause, where an employer observes a paid Picnic Day for the whole of its employees, such a day shall be regarded as a holiday in lieu of the Picnic Day prescribed herein and accordingly such employer shall be exempted from paying the prescribed extra day's pay in the pay period in which Easter Saturday falls and from the other provisions of this clause with respect of payment for work performed on that day.
- 21.5 For the purpose of this clause "financial member of the Union" shall mean an employee who is, at the time of the Picnic Day, a financial member, or who was a financial member, of the Union at 31 December of the preceding year.

SECTION IV - OTHER PROVISIONS

22. Safety Standards

- 22.1 The appropriate crewing of a vehicle, whether a particular operation will be conducted by armoured vehicles or non-armoured vehicles, and other safety requirements of the work shall be determined and implemented by reference to the following:
- 22.1.1 Security assessments of the sites to be serviced, undertaken by an appropriately qualified person.
 - 22.1.2 The requirements of the *Occupational Health and Safety Act 2000* and the *Occupational Health and Safety Regulation 2001*.
 - 22.1.3 The WorkCover Code of Practice for the Cash-in-Transit Industry.
 - 22.1.4 The established safe operating procedures of the employer.
 - 22.1.5 The availability of personal safety equipment for crew members and relevant vehicle safety features.
 - 22.1.6 The availability of suitably qualified employees, holding all relevant licences, and having received training appropriate to the work to be performed.
- 22.2 Issues of crewing and whether particular operations may be conducted by armoured vehicles or non-armoured will be dealt with at each workplace through a consultative process:
- 22.2.1 At each workplace there shall be a consultative committee which shall, as a minimum, consist of two employee representatives (one of whom shall be the branch delegate of the Union, where such delegate exists, and one of whom shall be the occupational health and safety representative) and two representatives of the employer.
 - 22.2.2 Any dispute in relation to crewing or vehicle type shall be progressed in accordance with clause 17, Dispute Resolution Procedures. While the disputes procedure is being followed, the status quo shall apply.
 - 22.2.3 The provision in this subclause will not affect crewing provisions in registered enterprise agreements or enterprise awards existing at the time of the making of this award. However, the provision of this subclause must be taken into account when making further enterprise agreements or enterprise awards.
- 22.3 Cash limits for armoured vehicles shall be dealt with in accordance with subclause 22.1 of this clause.
- 22.4
- 22.4.1 Notwithstanding anything contained in this or any other award, employees performing any work covered by this award in non-armoured vehicles shall not carry cash as defined in paragraph 22.4.5 of this subclause in excess of, or with a value in excess of, the amounts specified in Schedule 2 to this award.
 - 22.4.2 An employer bound by this award may make a confidential application to the Commission to vary the amounts specified in Schedule 2 to this award with respect to work carried out by direct employees of the employer. The employer:
 - (a) shall serve the application on the Transport Workers' Union of New South Wales and the WorkCover Authority, each of which shall have the opportunity to call evidence and make submissions to the Commission about the matter;

- (b) must establish to the satisfaction of the Commission that there is no detriment to the safety of its employees performing the work by varying the cash limits.

Where the employer can demonstrate a capacity to perform work safely with higher limits, the Commission, taking into account all relevant circumstances, may approve and grant by separate and confidential order varied cash limits for that employer. Any variation granted to an employer in accordance with clause 9, Cash Limits, of the Cash Transportation (Non-Armoured Vehicles) Interim Award No. 2 published 21 December 2001 (330 I.G. 679) shall continue to apply for the purposes of this award.

- 22.4.3 The contents of Schedule 2 to this award, or an order pursuant to paragraph 22.4.2 of this subclause, shall be kept confidential and must not be published or disseminated by any person for any reason or purpose other than in connection with the operation of business activities covered by this award. A breach of this paragraph shall ipso facto be a breach of this award. The provisions of this paragraph are intended to apply to all persons and entities whether or not bound by this award, to the extent possible in law.

- 22.4.4 On application to the Industrial Registrar, the contents of Schedule 2 to this award may be disclosed to an authorised representative of the Transport Workers' Union of New South Wales, or any person or entity who satisfies the Industrial Registrar that he, she or it has established or is genuinely trying to establish a business the activities of which will be regulated wholly or in part by this award. Disclosure may also be made to a duly authorised representative of the Department of Industrial Relations or the WorkCover Authority.

- 22.4.5 Cash, for the purposes of this subclause, shall mean cash as defined in paragraph 36.1.6 of subclause 36.1 of clause 36, Definitions, but excluding coin.

- 22.5 Notwithstanding anything contained in this or any other award, employers shall comply with the following requirements:

All pick up and deliveries performed by means of a non-armoured vehicle shall involve a single carry only between the vehicle and the premises. The maximum amount which may be transported during this one carry is that specified in Schedule 2 to this award.

- 22.6 Notwithstanding anything contained in this or any other award, employers shall comply with the following requirements:

- 22.6.1 An employer shall not transport any cash for or on behalf of a financial institution by means of a non-armoured vehicle to or from the premises of a financial institution.

- 22.6.2 ATMs (or equivalent technology) are not to be serviced by non-armoured vehicles where such service requires the transportation of cash.

- 22.6.3 Servicing or maintenance of ATMs (or equivalent technology) not requiring the transportation of cash, performed within the urban or demographic areas set out in Schedule 1 to this award, is to be performed by a two-person crew. This subclause does not apply to the servicing or maintenance of ATMs (or equivalent technology) where cash is not exposed.

- 22.7 Any application made by an employer under section 17 of the *Industrial Relations Act* 1996 to vary the terms of subclause 22.6 of this clause as they relate to that employer's operations may be made on a confidential basis.

22A. Vehicle Standards

- 22A.1 Non-armoured vehicles used for the purpose of cash-in-transit work must include the safety features for such vehicles set out in the WorkCover Code of Practice for the Cash-in-Transit Industry.
- 22A.2 An employer must provide the appropriate vehicle required to perform any cash-in-transit work under this award.
- 22A.3 An employee must not be required to provide a vehicle for the performance of cash-in-transit work under this award.
- 22A.4 An employer must not enter into an agreement with an employee which requires the employee to provide a vehicle for the performance of cash-in-transit work under this award.

23. Jury Service

- 23.1 An employee required to attend for jury service during his/her ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of his/her attendance for such jury service and the amount of wages he/she would have received in respect of the ordinary time he/she would have worked had he/she not been on jury service.
- 23.2 An employee shall notify his/her employer as soon as possible of the date upon which he/she is required to attend for jury service. Further, the employee shall give his/her employer proof of his/her attendance, the duration of such attendance and the amount received in respect of such jury service.

24. Anti-Discrimination

- 24.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 24.2 It follows that, in fulfilling their obligations under the dispute resolution procedure prescribed by this award, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 24.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 24.4 Nothing in this clause is to be taken to affect:
- 24.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;
 - 24.4.2 offering or providing junior rates of pay to persons under 21 years of age;
 - 24.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*; or
 - 24.4.4 a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 24.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

"Nothing in the Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

25. Terms of Employment

- 25.1 An employer must not terminate an employee's employment unless the employee has been given the required period of notice, or payment in lieu of that period of notice, such period to be worked out as follows:
- 25.1.1 first work out the period of notice using the table at the end of this subsection; and
 - 25.1.2 then increase the period of notice by one week if the employee:
 - 25.1.2.1 is over 45 years old; and
 - 25.2.2.2 has completed at least 2 years of continuous service with the employer.

Employee's Period of Continuous Service with the Employer	Period of Notice
Not more than 1 year	At least 1 week
More than 1 year but not more than 3 years	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

- 25.2 The required amount of compensation in lieu of notice must equal or exceed the total of all amounts that, if the employee's employment had continued until the end of the required period of notice, the employer would have become liable to pay to the employee because of employment continuing during that period.
- 25.3 That total must be worked out on the basis of:
- 25.3.1 the employee's ordinary hours of work (even if they are not standard hours); and
 - 25.3.2 the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and
 - 25.3.3 any other amounts payable under the employee's contract of employment.
- 25.4 The above provisions of this clause do not apply where the employee is guilty of serious and wilful misconduct.
- 25.5 Permanent employees must give at least one week's notice of an intention to terminate their employment.
- 25.6 Subject to the provisions of this award, an employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this award; provided that such duties are not designed to promote de-skilling.

26. Insurance and Accident Pay for Employees

- 26.1 In recognition of the fact that employees working under the provisions of this award are exposed to the hazard of armed assault upon them by persons armed with lethal weapons (because the principal function of their employment is the handling and carriage of money, bullion and the like), the employer shall arrange an insurance policy to cover each employee so engaged against the risk of such armed assault. Such insurance policy shall provide benefits not less favourable than those prescribed in the policies arranged by the companies and in force as at 13 September 1982.
- 26.2 In the event that an employee sustains an injury which entitles him/her to be paid and he/she is paid benefits prescribed by the Workers' Compensation Legislation (see clause 36, Definitions) and the incapacity arising out of such injury continues for a period in excess of 26 weeks, the employer shall pay to any such employee the difference between his/her current minimum weekly rate of pay as prescribed by clause 1, Wages, and the weekly benefit paid to the employee in accordance with the provisions of the Workers' Compensation Legislation.
- 26.2.1 Provided that the payment prescribed by this subclause shall not commence to be paid until the twenty-seventh week of incapacity arising from injury as aforesaid and shall cease to be payable when the payment to the employee of workers' compensation benefits ceases or at the end of a period of 13 weeks, whichever event first occurs.
- 26.2.2 Provided further that the employee shall not be entitled to receive the benefits prescribed by this subclause if he/she fails to comply with a request by the employer to give to the employer:
- 26.2.2.1 an undertaking that, if the employee obtains a verdict for damages against his/her employer in respect of any injury or is paid an amount in settlement of any claim for damages that he/she has made against his/her employer in respect of such injury, he/she will immediately upon payment to him/her or his/her agent of such verdict for damages or amount in settlement of a claim therefore repay to his/her employer the amount of the benefits prescribed by this subclause which the employer has paid or may pay in respect of such injury; and an authority for the employer alternatively to deduct the amount of the benefits prescribed by this subclause from any money owing or which may become owing from the employer to the employee under such verdict or settlement; and
- 26.2.2.2 an undertaking that, where the injury was caused in circumstances creating a liability in a third party to pay damages in respect thereof and the employee obtains a verdict for damages or is paid an amount of money in settlement of any claim for damages he/she has made against that third party, he/she will out of such verdict or amount of money repay to the employer the amount of the benefits prescribed by this subclause which the employer has paid or may pay in respect of the injury; and
- 26.2.2.3 an irrevocable authority addressed to any third party requiring such third party out of any verdict which may be obtained by the employee against such third party or any amount of money payable to the employee in settlement of any claim for damages made against such third party to pay to the employer the amount of the benefits prescribed by this subclause which the employer has paid or may pay to the employed.

27. Contract Work - Chain of Responsibility

- 27.1 An employer may, under certain circumstances set out below, give out work to:
- 27.1.1 another employer, whose employees will carry out all of the work so given;
 - 27.1.2 another employer, whose employees will not carry out any or all of the work so given;
 - 27.1.3 another entity that does not engage employees which will not carry out any or all of the work so given;
 - 27.1.4 another person or other persons, who alone will personally carry out all of the work so given;
 - 27.1.5 another person or other persons, who will not personally carry out any or all of the work so given.
- 27.2 An employer must not give out work to that other employer, entity or person(s) (as provided in paragraphs 27.1.1 to 27.1.5 of subclause 27.1 of this clause) unless the employer giving out the work makes a record in writing of the following details:
- 27.2.1 The name of the other employer (or the other entity or person(s)) to whom the work is given and the Australian Business Number and/or Australian Company Number of the other employer (or the other entity or person(s)) to whom the work is given.
 - 27.2.2 The address of the other employer (or the other entity or person(s)) to whom the work is given.
 - 27.2.3 The date of giving out the work and the date for completion or cessation of the contract or arrangement under which the work is performed.
 - 27.2.4 A description of the nature of the work to be performed, in particular the destination from which the cash and valuables are to be transported and the destination to which the cash and valuables are to be transported and the value of the cash and valuables to be transported.
- Where an employer gives out work to more than one employer, entity or person(s), the employer must keep an up to date consolidated list of those employers, entities or persons which contains all of the information required to be kept by this subclause.
- 27.3 Where the work is given out to an employer whose employees will not carry out any or all of the work (as provided in paragraph 27.1.2 of subclause 27.1 of this clause), a copy of any record kept in accordance with subclause 27.2 of this clause shall be given to each person who performs part or all of the work given out, unless the person who performs part or all of the work given out is an employee of the employer or person who has been given the work as provided in paragraph 27.1.2 of subclause 27.1 of this clause.
- 27.4 Where the work is given out to another entity or person(s) who will not carry out any or all of the work (as provided in paragraphs 27.1.3 and 27.1.5 of subclause 27.1 of this clause), a copy of any record kept in accordance with subclause 27.2 of this clause shall be given to each person who performs part or all of the work given out.
- 27.5 Where the work is given out to another person or other persons who alone will personally carry out the work (as provided in paragraph 27.1.4 of subclause 27.1 of this clause), a copy of any record kept in accordance with subclause 27.2 of this clause shall be given to that person or those persons doing the work.
- 27.6 Where work has been given out to another employer, entity or person(s) (as provided in paragraphs 27.1.1 to 27.1.5 of subclause 27.1 of this clause), any record kept in accordance with subclause 27.2 of this clause shall be available for inspection by a person duly authorised as if it was a record permitted to be inspected and copied under Part 7 of Chapter 5 of the *Industrial Relations Act 1996*.

- 27.7 If an employer contracts with another person or persons who alone will carry out the work (as provided in paragraph 27.1.4 of subclause 27.1 of this clause), the employer shall contract to provide and shall provide conditions that are the same as those prescribed by this award.
- 27.8 An employer must not enter into a contract or arrangement with another employer, entity or person(s) (hereinafter called "the second person") as provided in paragraphs 27.1.2, 27.1.3 or 27.1.5 of subclause 27.1 of this clause unless:
- 27.8.1 the contract or arrangement contains a term which provides that any work performed by a person other than the second person is carried out pursuant to a written agreement between the second person and the person who will actually perform the work; and
 - 27.8.2 the written agreement specifies each of the matters set out in paragraphs 27.2.1 to 27.2.5 of subclause 27.2 of this clause; and
 - 27.8.3 the written agreement provides for conditions that are the same as those prescribed this award.

For the purposes of this subclause, a "contract or arrangement" means a contract or arrangement for the performance of work as provided in paragraphs 27.1.2, 27.1.3 or 27.1.5 of subclause 27.1 of this clause.

28. Amenities

- 28.1 The following facilities shall be available at all yards, depots or garages where employees are engaged under the provisions of this award:
- 28.1.1 Proper dressing rooms with adequate washing facilities, including at least one shower with both hot and cold water.
 - 28.1.2 Proper lock-up clothing lockers.
 - 28.1.3 Where employees are required to partake of meals at the employer's yard, depot or garage, a dining room with adequate seating and table accommodation for the partaking of meals and also facilities for boiling water and heating food.
 - 28.1.4 Proper lavatory facilities.
- 28.2 Leave is reserved to the applicant Union to apply for an allowance for employees whose employers fail to make available the facilities prescribed by this clause.
- 28.3 Leave also is reserved to the parties and any employer affected by this award to apply generally in respect of this clause.
- 28.4 First-aid Outfit

A first-aid outfit shall be provided by the employer at each establishment, yard, depot and garage. Such outfit is to comprise a First-aid Ambulance Chest which shall:

- 28.4.1 be of wood or metal, be dust-proof and be distinctively marked with a white cross upon green ground;
- 28.4.2 be so equipped and maintained as to contain at least the articles and appliances specified by the first-aid regulations under the *Factories, Shops and Industries Act 1962*. (Note: The employer shall display a copy of the appropriate Schedule, above referred to, on or adjacent to the First-aid Ambulance Chest);
- 28.4.3 contain nothing except requisite articles and appliances for first aid;
- 28.4.4 be readily accessible to the persons employed in the establishment, yard, depot and garage; and
- 28.4.5 be placed under the charge of a responsible person or persons who or one of whom shall always be readily available during working hours. A clearly legible notice stating the name or names of the person or persons in charge of the ambulance chest shall be affixed in a conspicuous position on or adjacent to the chest.

29. Uniforms and Wet Weather Clothing

- 29.1 Where an employee is required to wear a distinctive uniform, it shall be provided free of cost by the employer.
- 29.2 Wet weather clothing shall be provided for employees required to work in the rain.

30. Redundancy

See the Transport Industry - Redundancy (State) Award published 8 September 2000 (318 I.G. 458).

31. Superannuation

See the Transport Industry - (State) Superannuation Award (No. 2) award published 19 October 2001 (328 I.G.1056).

32. Mixed Functions

- 32.1 An employee required by an employer to work for less than half a day on work carrying a higher rate of pay shall be paid at the rate as for a half-day's work and, when required to work for 2 hours or more but less than a whole day on such work, he/she shall be paid as for a whole day's work.
- 32.2 This clause shall not apply to actual periods of one hour or less or to interchange of work arranged between employees to meet their personal convenience.

33. Unauthorised Persons Riding on Vehicles

An employee shall not permit any unauthorised person to accompany him/her on his/her vehicle nor permit any such person to assist him/her in the delivery of anything carried in a vehicle unless such person has been engaged as an employee or is the owner thereof or is the agent or representative of such owner.

34. Recall

- 34.1 An employee recalled for work shall be guaranteed and shall be paid for at least 4 hours' work for each start at the appropriate rates of pay, whether he/she works for that period of time or not.
- 34.2 This clause shall also apply to any employee called upon to work before his/her normal starting time and whose overtime work does not continue up to such starting time.

35. Commitment to Training

The parties to this award recognise that, in order to increase the efficiency, productivity and competitiveness of the security industry and armoured vehicle operations generally, a greater commitment to training and skill development is required. Accordingly, the parties commit themselves to:

- 35.1 developing a more highly skilled and flexible workforce;
- 35.2 providing employees with career opportunities through appropriate training to acquire additional skills;
- 35.3 removing barriers to the utilisation of skills acquired.

36. Definitions

36.1 General

36.1.1 "Armoured vehicle" shall mean a vehicle specially designed for the transportation of cash as defined. The design shall include armour plate and the windscreen, windows and the body specifications shall be constructed to withstand armed attack from ordinary hand-held weapons. Such vehicle is to be fitted with air-conditioning and two-way radio.

Where a two-person crew operation is utilised, an armoured vehicle shall have an accessible partitioned secure area in which containers may be placed, allowing the crew members to access and leave that secure area without exposing the armoured vehicle operator or the remainder of the load.

All vehicles purchased or leased shall have an adequate temperature-controlled system installed. Such a system shall be maintained in all vehicles currently operating.

A temperature-controlled system shall be deemed to be an air-conditioning unit.

36.1.2 "Non-armoured vehicle ("soft skin") shall mean a vehicle other than an armoured vehicle.

36.1.3 "Cash-in-transit" shall mean the transport of cash.

36.1.4 "ATM work" shall mean work performed in relation to the servicing or maintenance of automatic teller machines or equivalent technology including, for example, removal of empty cartridges and inserting filled cartridges, clearing deposits lodged, purged notes and captured cards.

36.1.5 "Mobile cash unit" shall mean an armoured vehicle with note counting facilities, utilised out of metropolitan areas for servicing country locations.

36.1.6 "Cash" shall mean cash, securities and other financial instruments, other than executed non-negotiable cheques and executed bank cheques, and shall also include valuables such as gold and jewels and other commercially negotiable articles and/or transactions.

36.2 Employees

36.2.1 "Cash transportation worker" shall mean an employee within the scope of this award who performs work in any of the following capacities for which the employee is appropriately qualified and trained:

- Armoured vehicle operator.
- Non-armoured vehicle operator.
- Escort.
- Despatch hand.
- Turret hand.

"Armoured vehicle operator" shall be an employee who is qualified to drive and who holds the relevant licences, including appropriate security and firearm licences, and has completed all required training. An armoured vehicle operator who has completed the required training may also perform escort duties. An operator will be appointed at company discretion and will be qualified and available to perform non-driving duties and, subject to clause 22, Safety Standards, non-armoured vehicle duties.

"Non-armoured vehicle operator" shall be an employee who is qualified to drive and who holds the relevant licences, including appropriate security and firearm licences, and has completed all required training. A non-armoured vehicle operator who has completed the required training may also perform escort duties. An operator will, subject to clause 22, Safety Standards, be appointed at company discretion and will be qualified and available to perform non-driving duties and armoured vehicle duties.

36.2.2 "Casual employee" shall mean an employee engaged and paid as such.

36.2.3 "The Union" shall mean the Transport Workers' Union of New South Wales.

36.2.4 "Workers' Compensation Legislation" means the *Workers' Compensation Act 1987* and the *Workplace Injury Management Act 1998* and related Acts and instruments.

37. Leave Reserved

Leave is reserved to the parties to apply in respect of:

Casual employment
Chain of responsibility

38. Area, Incidence and Duration

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 26 November 2008.

This award remains in force until varied or rescinded, the period for which it was made already having expired.

It shall apply to employees of the classifications referred to herein whose primary and substantial work function is, or is in connection with, the transportation of cash in the state of New South Wales. This award will also apply to employees performing ATM work who are employed by employers whose primary and substantial business function is the transportation of cash.

The award shall take effect on and from 24 December 2002 and shall remain in force for a period of 12 months.

39. Secure Employment

(a) Objective of this Clause

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.

(b) Casual Conversion

- (i) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (ii) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (iii) Any casual employee who has a right to elect under paragraph (b)(i), upon receiving notice under paragraph (b)(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (iv) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (v) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (vi) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (b)(iii), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (b)(iii), discuss and agree upon:
 - (1) whether the employee will convert to full-time or part-time employment; and
 - (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.

-
- (vii) Following an agreement being reached pursuant to paragraph (vi), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.
- (c) Occupational Health and Safety
- (i) For the purposes of this subclause, the following definitions shall apply:
- (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
- (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
- (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
- (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
- (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
- (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
- (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (iii) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- (d) Disputes Regarding the Application of this Clause
- Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.
- (e) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

PART B
MONETARY RATES

Table 1 – Wages

NOTE: These rates shall take effect from the first full pay period to commence on or after 16 December 2010.

Classification	Former Weekly Rate \$	SWC 2010 %	New Weekly Rate \$
Cash transportation worker excluding non-armoured vehicle operator	705.70	4.25	735.70
Non-armoured vehicle operator	705.70	4.25	735.70

Table 2 - Other Rates And Allowances

NOTE: These rates shall take effect from the first full pay period to commence on or after 16 December 2010.

Item No.	Clause No.	Brief Description	Former Weekly Rate \$	SWC 2010 %	New Weekly Rate \$
1	2.1	Carry keys to two key safes or possess and use knowledge of vault combinations	3.30	4.25	3.44
2	2.2	Performing mobile cash units (MCU) country Work	6.69	4.25	6.97
3	2.3.1	Readiness to work with off-site automatic teller machines outside ordinary hours - Monday to Friday inclusive Saturday, Sunday and public holidays	20.86 52.17 0.50	4.25 4.25 4.25	21.75 54.39 0.52
4	2.3.3	Using own vehicle when on recall	2.47	4.25	2.57
5	2.4	First aid			
6	2.5	Employees engaged on Reserve Bank work	12.01 3.30	4.25 4.25	12.52 3.44
7	4.7	Meal allowance	12.85	-	12.85
8	10.5	Meal allowance	12.04	-	12.04

Table 3 - Income Protection on 6-day Rosters

(See paragraph 3.2.3 of subclause 3.2 of clause 3, Hours of Employment.)

Classification	Amount per Week
Armoured vehicle operator	\$614.20
Despatch hand	\$614.20
Armoured vehicle escort	\$598.20

Schedule 1 - Specified Urban and Demographic Area

(See paragraph 22.6.3 of subclause 22.6 of clause 22, Safety Standards.)

Greater Sydney Metropolitan Area
Gosford and Central Coast
Blue Mountains
Greater Newcastle Metropolitan Area
Greater Wollongong Metropolitan Area
Wagga Wagga
Albury
Tamworth
Armidale
Port Macquarie
Lismore
Dubbo
Nowra
Bathurst
Orange
Lithgow
Grafton
Tweed Heads
Coffs Harbour

Schedule 2 - Confidential Schedule

NOTE: NOT REPRODUCED - see paragraphs 22.4.3 and 22.4.4 of subclause 22.4 of clause 22, Safety Standards.